

John R. Riley, #2758
Justin H. Riley, #11224
RICHARDS RILEY & ASSOCIATES, PLLC
Attorneys for Debtors
9980 South 300 West Suite 105
Salt Lake City, Utah 84070
Telephone: 801-206-4350

UNITED STATES BANKRUPTCY COURT
DISTRICT OF UTAH

In re: JAMES DEAN HUTCHISON LINDA ANN HUTCHISON	Bankruptcy Case No. 11-35957 Chapter 13 Judge: WILLIAM T. THURMAN FILED ELECTRONICALLY
MOTION FOR APPROVING FINAL LOAN MODIFICATION AGREEMENT WITH CREDITOR RUSHMORE LOAN MANAGEMENT SERVICES LLC AND NOTICE OF OPPORTUNITY FOR HEARING	

Debtor(s), by and through counsel, file the following Motion for Approving Final Loan Modification Agreement with Creditor Rushmore Loan Management Services LLC, and Notice of Opportunity of Hearing and represent as follows:

1. Debtor(s) filed a Chapter 13 Plan [the "Plan"] which received Court approval in the Order Confirming Chapter 13 Plan [the "Confirmation Order"] pursuant to 11 U.S.C. §1325.
2. Debtors received a Final Loan Modification from lender Rushmore Loan Management Services LLC, in the form attached hereto as Exhibit A and made a part hereof by reference.
3. Principal terms of the proposed loan modification are as follows:

- a. Arrears will be capitalized to the current unpaid principal balance;
- b. Interest will be modified to 8.750% as set forth in Exhibit A;
- c. The monthly mortgage payment (subject to applicable escrow adjustments) will be reduced to \$2,619.87;

4. Debtors will file an amended budget [Schedules I and J as applicable] which include the changes set forth in the loan modification requested in Debtor's Motion demonstrating feasibility if Debtor's Motion is granted.

5. The loan modification will reduce the Debtor's monthly mortgage payment making Debtor's ability to complete the Plan more likely. The Creditors will not be harmed as the Debtors will be stabilizing their financial position.

6. Debtors will seek an order to provide and approve the following in the modified Order effective upon the entry of the order:

- a. The Trustee shall make no disbursements on any Rushmore Loan Management Services LLC ("Creditor") arrearage claims, if any and which have not, as of this date, been claimed with the court. However, as to disbursements made by the Trustee on such claims prior to the entry of an order approving this motion, if any, the Trustee shall not be required to recover such disbursements and the Trustee shall retain any commission under 28 U.S.C. § 586 that was taken on such disbursements.

- b. Debtors shall file an amended schedule I and J reflecting his new budget and showing feasibility of the Plan within thirty days of the Order on this Motion

///

Dated: July 16, 2015

Richards Riley & Associates PLLC

By: _____/s/ John R. Riley_____
John R. Riley
Attorneys for Debtor(s)

EXHIBIT A



15480 Laguna Canyon Road
Suite 100
Irvine, CA 92618
888-699-5600 toll free
949-341-0777 local
949-341-2200 fax
www.rushmorelm.com

June 4, 2015

JAMES HUTCHISON
LINDA HUTCHISON
11732 S 4080 W
SOUTH JORDAN, UT 84095

Re: Rushmore Loan Management Services LLC #7600032331
Property Address: 11732 SOUTH 4080 WEST, SOUTH JORDAN, UT 84095

Dear JAMES HUTCHISON and LINDA HUTCHISON,

Enclosed are two identical original Loan Modification Agreements that we have prepared pursuant to your discussions with your loss mitigation representative from Rushmore Loan Management Services LLC. Please review the Loan Modification Agreements carefully. If the documents are consistent with the negotiations you had, please sign the documents **in black ink, in the presence of a notary** and keep one for your records and return one signed original to Rushmore Loan Management Services LLC in the envelope provided within **14** days of delivery date. Please sign your name **exactly** as it is printed under the signature line.

****Please note that your total payment, including an escrow portion of \$239.16 will be \$2,859.03 and is due on July 1, 2015.**

Advice to Consult with Counsel:

YOU ARE STRONGLY ENCOURAGED TO CONSULT WITH YOUR OWN LEGAL COUNSEL TO DETERMINE THE LEGAL EFFECT OF THE ENCLOSED AGREEMENT.

If you wish to reinstate or pay-off your loan, or have any questions regarding the Loan Modification Agreement please contact Rushmore Loan Management Services LLC directly at 1-888-504-6700.

Very truly yours,

Rushmore Loan Management Services LLC



STATE SPECIFIC NOTICES

The following notice applies to California residents only:

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8:00 a.m. or after 9:00 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP (382-4357) or www.ftc.gov.

The following notice applies to Colorado residents only:

Please note: A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE www.coloradoattorneygeneral.gov/. Please be advised that you can reach the Colorado Foreclosure Hotline at 1- 877-601-HOPE (601-4673).

Local Rushmore Loan Management Services LLC Agent for Colorado Residents:

Irvin Borenstein
13111 E. Briarwood Ave. Ste #340
Centennial, CO 80112

The following notice applies to Massachusetts residents only:

Notice of IMPORTANT RIGHTS: You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to the creditor.

ADDITIONAL NOTICES

Rushmore Loan Management Services LLC is a Debt Collector, who is attempting to collect a debt. Any information obtained will be used for that purpose. However, if you are in Bankruptcy or received a Bankruptcy Discharge of this debt, this letter is being sent for informational purposes only, is not an attempt to collect a debt and does not constitute a notice of personal liability with respect to the debt.



After Recording Return To:
Rushmore Loan Management Services LLC
15480 Laguna Canyon Road
Irvine, California 92618
1-888-504-6700

This Document Prepared By:
Rushmore Loan Management Services LLC
15480 Laguna Canyon Road
Irvine, California 92618
Phone: _____

Parcel ID Number: **27-19-477-001**

_____[Space Above This Line For Recording Data]_____
Original Loan Amount: **\$315,000.00** Loan No: **7600032331**

RESPA

LOAN MODIFICATION AGREEMENT **(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this **4th** day of **June, 2015**, between **JAMES HUTCHISON AND LINDA HUTCHISON, AS JOINT TENANTS, HUSBAND AND WIFE WITH RIGHT OF SURVIVORSHIP** ("Borrower") and **Owner, by and through Rushmore Loan Management Services LLC, as current servicer and agent, whose address is 15480 Laguna Canyon Road, Irvine, California 92618** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **July 26, 2007** and recorded in **Book/Liber 9501, Page 8661**, Instrument No: **10189224**, of the **Official Records of SALT LAKE County, UT (County and State, or other Jurisdiction)** and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

11732 SOUTH 4080 WEST, SOUTH JORDAN, UT 84095,
(Property Address)

the real property described being set forth as follows:

AS SET FORTH IN THE MORTGAGE

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **June 4, 2015**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$307,277.88**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender.



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LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument - Utah
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(page 1 of 5)

Interest will be charged on the Unpaid Principal Balance at the yearly rate of **8.750%**, from **June 1, 2015**. Borrower promises to make monthly payments of principal and interest of U.S. **\$2,619.87**, beginning on the **1st** day of **July, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **8.750%** will remain in effect until principal and interest are paid in full. If on **August 1, 2037** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security



Instrument are expressly reserved by Lender.

- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging [☐].



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LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument - Utah
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(page 3 of 5)

In Witness Whereof, the Lender and I have executed this Agreement.

JAMES HUTCHISON -Borrower (Seal)

LINDA HUTCHISON -Borrower (Seal)

[Space Below This Line For Acknowledgments]

STATE OF UTAH, _____ County ss :

The foregoing instrument was subscribed and sworn to and acknowledged before me this _____ day
of _____, 20____ by _____

My commission expires: _____

Signature of Notary

Residing at

Origination Company: **Rushmore Loan Management Services LLC**
NMLSR ID: **185729**



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LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument - Utah
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(page 4 of 5)

Rushmore Loan Management Services LLC

By: _____ (Seal) - Lender

Name: **GAIL SCHLENTZ**

Title: **VP**

Date of Lender's Signature

_____ [Space Below This Line For Acknowledgments] _____

STATE OF _____, _____ County ss :

The foregoing instrument was subscribed and sworn to and acknowledged before me this _____ day

of _____, 20_____

by _____

_____, the _____ of

_____.

My commission expires: _____

Signature of Notary

Residing at



* 7 6 0 0 0 3 2 3 3 1 *

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument - Utah
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(page 5 of 5)

ERRORS AND OMISSIONS/COMPLIANCE AGREEMENT

Loan Number: **7600032331**

FHA/VA Case Number:

Borrower(s): **JAMES HUTCHISON and LINDA HUTCHISON**

Property Address: **11732 SOUTH 4080 WEST, SOUTH JORDAN, UT 84095**

Servicer: **Rushmore Loan Management Services LLC**

The undersigned Borrower(s) for and in consideration of the above-referenced Servicer modifying the terms of your mortgage loan, agrees that if requested by your Servicer, to fully cooperate and adjust for clerical errors, any or all loan modification documentation deemed necessary or desirable in the reasonable discretion of Servicer to enable Servicer to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Department of Housing and Urban Development, or the Department of Veterans Affairs, or any Municipal Bonding Authority.

The undersigned Borrower(s) agree(s) to comply with all above noted requests by the above-referenced Servicer within 15 days from date of mailing of said requests. Borrower(s) agree(s) to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to comply with correction requests in the above noted time period.

The undersigned Borrower(s) do hereby so agree and covenant in order to assure that this loan modification documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Servicer of its interest in and to said loan modification documentation, and to assure marketable title in the said Borrower(s).

DATED this **4th** day of **June, 2015**.

JAMES HUTCHISON -Borrower (Seal)

LINDA HUTCHISON -Borrower (Seal)



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* M C C O M P A G R E *
Errors and Omissions/Compliance Agreement